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Union: **Sauquoit Valley Teachers Association, NYSUT, AFT**

Local: **2987**

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TA/430

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

OCT 11 2005

OFFICE OF THE CHIEF

PROFESSIONAL AGREEMENT

Between

SAUQUOIT VALLEY TEACHERS ASSOCIATION

and the

CHIEF SCHOOL ADMINISTRATOR

of the

SAUQUOIT VALLEY CENTRAL SCHOOL

Sauquoit, New York 13456

July 1, 2003 - June 30, 2005

RECEIVED

OCT 11 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I

DECLARATION OF PRINCIPLES

SECTION 1. RECOGNITION.

The Board, in order to recognize a teacher organization as exclusive representative of teaching personnel requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of a notarized statement of a membership list, or dues deduction authorizations. In the event of a challenge the Board will proceed according to the regulations of the Public Employees Relations Board established under Article 14 of the Civil Service Law. By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the professional employees in the district, the Board hereby recognizes the Association, NYSUT, and AFT Local No. 2987 as the exclusive negotiating agent for all certified personnel except those positions requiring more than 1/2 of their services to be performed in an administrative or supervisory capacity, shall be included within the Instructional Negotiating Unit. This recognition will continue as long as the Association maintains a majority showing of interest of eligible employees or until such time as there appears a challenge to such recognition in accordance with the rules and procedures established by the New York State Public Employment Relations Board.

SECTION 2. DURATION.

This agreement shall be effective from July 1, 2003 to June 30, 2005.

ARTICLE II

DEFINITIONS

- | | |
|-------------------|---|
| <u>SECTION 1.</u> | The term "Board" means the SVCS Board of Education. |
| <u>SECTION 2</u> | The term "legislative body" means the SVCS Board of Education. |
| <u>SECTION 3.</u> | The term "Association" means the SVCS Teachers Association. |
| <u>SECTION 4.</u> | The term "C.S.A." is the abbreviation for Chief School Administrator which means the Superintendent in the SVCS district. |
| <u>SECTION 5.</u> | The term "terms and conditions of employment" means salaries, wages, hours, and other terms and conditions of employment. |

SECTION 6. The term "strike" means any strike or other concerted stoppage of work or slowdown by those professional employees of the SVCS District who are represented by the Association.

SECTION 7. The term "agreement" means the result of the exchange of mutual promises between the Chief School Administrator or his/her representative(s) and the employee organization representing the professional teaching staff of the school district which becomes a binding contract, for the period set forth therein, except as to any provisions therein which require approval by the Board, and as to those provisions, shall become binding when the Board gives its approval.

ARTICLE III

PROCEDURES FOR CONDUCTING NEGOTIATIONS

SECTION 1. NEGOTIATING TEAMS.

The C.S.A. or his/her designated representative(s) will meet with representatives designated by the Association for the purpose of discussing and reaching mutually satisfactory agreements.

SECTION 2. OPENING NEGOTIATIONS.

Negotiations shall be opened by a written request from the Association to the C.S.A. This request will be for the sole purpose of determining future meeting dates and sites. A mutually acceptable meeting date for the first meeting shall be set not more than 15 days following such request. In any given school year, such request shall be made no later than December 1. All proposals for discussion shall be submitted in writing by the Association to the C.S.A. or his/her delegated representative(s) at the first meeting. All proposals for discussion shall be submitted to the Association from the C.S.A. or his/her delegated representative(s) at the second meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

SECTION 3. NEGOTIATING PROCEDURES.

The C.S.A. or his/her designated representative(s) shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding of the issue(s) or until an impasse is reached.

SECTION 4. EXCHANGE OF INFORMATION.

Both parties and/or the Chief School Administrator shall furnish each other, upon reasonable request, all available non-privileged information pertinent to the issue(s) under consideration.

SECTION 5.

REACHING AGREEMENT.

The only official summary from these meetings shall be:

- A. Items fully agreed upon by both teams, both in content and wording, contained in the summary of each negotiating session.
- B. Items of stalemate carefully worded so as to express these exact points of dispute. These will be contained in the summary for each negotiating session.
- C. The chief negotiator from each team will initial the above summary as a true record of proceedings.
- D. No public pronouncements regarding the negotiations shall be made by any member of either negotiating team during the course of negotiations.
- E. When agreement has been reached, this agreement will be submitted to the Association. Following approval by the Association membership and by the C.S.A., the Association President and the C.S.A. will sign the agreement for the period set forth.
- F. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."
(Taylor Law Amendment 204-a).

SECTION 6.

UNFAIR CONDUCT.

- A. Pursuant to the requirement of Section 207 (3) (b) of the Public Employees' Fair Employment Act, the Sauquoit Valley Teachers Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.
- B. Non-Coercion Clause. The Board of Education pursuant to Section 204.1 of the Taylor Law will not conduct any act of discrimination against an employee because of the exercise of his/her right to form, join, and participate or
to refrain from joining, forming and participating in concerted activities on behalf of any employee organization.

SECTION 7.

RESOLVING DIFFERENCES.

Upon agreement of both parties that an impasse has been reached, the following steps will be taken:

Legal Procedures: As outlined under Section 209, subdivision 3 of the Public Employees Fair Employment Law when an impasse is declared by either party, the impasse will go to the Public Employment Relations Board.

ARTICLE IV

GRIEVANCE PROCEDURES

SECTION 1. DECLARATION OF PURPOSE.

The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools; it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

SECTION 2. DEFINITIONS.

A grievance is a complaint by a member in the instructional negotiating unit, or by the Association, or by the Board of Education or its representative, that there has been a violation, misinterpretation or misapplication of any provisions of this agreement.

The term supervisor shall mean any building principal or immediate supervisor responsible for the area in which an alleged grievance arises except for the Chief School Administrator.

Professional Practices Committee is the Committee created by the Sauquoit Valley Teachers Association. This committee shall have the right to be considered a party in interest to all grievance procedures.

Day - used in this grievance procedure refers to days school is in session.

SECTION 3. BASIC PRINCIPLES.

Any grievance continuing beyond Step 1 shall be submitted on the enclosed form.

The Board of Education and the Professional Practices Committee agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

Except as otherwise provided in Step 1 a and b an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

Enclosed is a sample grievance form. The Chief School Administrator shall have them printed and distributed so as to facilitate operation of the grievance procedure.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

The Chief School Administrator shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, communications, detailed minutes and notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Steps 1 and 2 and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Steps 3, 4 and 5. A copy of such minutes will be made available to the aggrieved party and the Professional Practices Committee within two days after the conclusion of the hearings at Steps 3, 4, and 5 and advise each party of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the Board representative shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Professional Practices Committee and the Board, but shall not be deemed a public record.

SECTION 4. TIME LIMITS.

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

No written grievances will be entertained as described below and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) days after the teacher knew or could reasonably be expected to know of the act or condition on which the grievance is based.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

SECTION 5. PROCEDURES.

Step 1. Professional Practices Committee will be notified by the aggrieved party in all matters concerning alleged grievances.

- a. Within two days the Professional Practices Committee will meet with the aggrieved party in an attempt to resolve the grievance if one exists.
- b. If, within seven days the alleged grievance has not been resolved to the aggrieved's satisfaction, he (the aggrieved party) may proceed to Step 2.
- c. If the grievance has been instituted by the immediate supervisor, the first step shall be Step 1.

- d. If the grievance has been instituted by an official other than the immediate supervisor the first step shall be Step 1 and proceed, if not resolved, to Step 4.
- e. If the grievance has been instituted by the Professional Practices Committee, the first step shall be Step 2 and proceed, if necessary, through the succeeding steps.

Step 2. A teacher having a grievance will discuss it with his/her supervisor, either directly, or through a representative, with the aggrieved present, with the objective of resolving the matter informally. Decisions of the supervisor will be made on the basis of these discussions or materials presented at these meetings. If the grievance is not resolved informally, it should be reduced to writing and presented to the supervisor. Within two school days after the written grievance is presented to him, the supervisor shall render a decision in writing and present it to the teacher, his/her representative and/or the Professional Practices Committee.

Step 3. Chief School Administrator.

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Step 2 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, notify the Association's Professional Practices Committee of his/her dissatisfaction.
- b. If the Professional Practices Committee determines that a teacher has a meritorious grievance, then it or the teacher or his/her representative, will file a written appeal of the decision at Step 2 with the Chief School Administrator within twenty (20) days after the teacher has received such written decision. Copies of the written decision at Step 2 shall be submitted with the appeal.
- c. Within two (2) school days after receipt of the appeal, the Chief School Administrator, or his/her duly authorized representative, shall hold a hearing with the teacher and the Professional Practices Committee or its representative and all other parties in interest.
- d. The Chief School Administrator shall render a decision in writing to the teacher, the Professional Practices Committee or the teachers' representative within five (5) school days after the conclusion of the hearing.

Step 4. Board of Education.

- a. If the teacher and/or the Professional Practices Committee are not satisfied with the decision at Step 3, the Professional Practices Committee or individual teacher or his/her representative will file an appeal in writing to the Board of Education within fifteen (15) days after receiving the decision at Step 3. The official grievance record

maintained by the Chief School Administrator shall be available for the use of the Board of Education.

- b. Within (10) days after receipt of an appeal the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within five (5) days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.

Step 5. Arbitration.

- a. After such hearing, if the aggrieved party (teacher or Association) is not satisfied with the decision at Step 4, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Step 4.
- b. An arbitrator will be selected in accordance with rules and regulations of the American Arbitration Association. A second list may be requested by either party.
- c. The selected arbitrator will hear the matter promptly and will issue a decision as soon as possible after the close of proceedings. The arbitrator's decision will be in writing and set forth his/her findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. The decision of the arbitrator shall be binding on all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

GRIEVANCE FORM

Date _____

Name of Aggrieved _____

Building _____ Instructional Assignment _____

Nature of Grievance _____

Settlement Desired _____

Signed _____ Signed _____
Aggrieved For the Association
(if applicable)

Aggrievor's Reply _____

DATE: _____ SIGNED: _____

ARTICLE V
LEAVE POLICY

SECTION 1. **SICK LEAVE.**

Annual Sick Leave is limited to twelve (12) days per year, all sick leave to be accumulative on an unlimited basis, as of July 1, 1953. The Board of Education reserves the right to request a medical certificate in any case of illness. Sick leave is to be used for personal medical or physical examinations. Sick leave shall be used for personal illness and illness in the immediate family (immediate family is defined in Section 4 of this article).

SECTION 2. **SICK LEAVE BANK.**

The purpose of this benefit is to provide protection for the professional employee who has a disabling illness or accident which would prevent the professional employee from effectively functioning in his/her professional capacity. The school district shall provide, during the school year September through June, sick days to be used for disabling illness or accident by any professional employee. The criterion for the awarding of this additional benefit would be: (1) The professional employee shall have exhausted his/her regular sick leave accumulation. (2) The professional employee shall have been employed by the school district for a minimum of one school year. (3) As a result of a disabling illness or accident outside the course of employment, the professional employee must be unable to perform his/her duties as certified by competent medical opinion. (4) It is agreed that the Sick Bank Committee shall determine the inception of this benefit or when this benefit will be drawn. (5) The maximum number of days available for any professional employee as a result of any one disabling illness or accident shall be no more than the total number of teachers times 2.

- A. Days used from the Sick Leave Bank will be replenished at the start of each school year by the District. The days in the bank will be equal to the number of teachers times 2. This is to be done by September 1 of each year.
- B. Administration of the bank will be by a committee consisting of two (2) teachers and two (2) administrators.
- C. There will be a five (5) continuous days of absence beyond the accumulated sick leave to become eligible for benefits in the sick bank. Thereafter, pay will continue as usual.
- D. The days deducted from the bank will be only those days which are considered school days.

SECTION 3. **PREGNANCY DISABILITY AND CHILD CARE LEAVE.**

A. **Pregnancy Disability.**

Any pregnant teacher not on an unpaid leave is entitled to use accrued sick days during the period of disability. The period of disability will be determined by the teacher's physician.

If complications develop which extend this period of disability, a teacher without accrued sick leave days may request use of sick bank days.

B. Child Care Leaves.

Unpaid child care leaves will be given to requesting teachers in connection with a birth or an adoption or placement of foster children. Teachers taking such leave must make the request in writing to the Chief School Administrator at least thirty (30) calendar days prior to the commencement of the leave, except in cases of adoption where the teacher should give as much notice as possible. The teacher may take the leave for a period not to exceed two (2) years and ending on a semester or term break.

If a teacher wishes to return on a semester or term break prior to the scheduled return date, he/she may do so by giving forty-five (45) calendar days notice to the Chief School Administrator. A teacher may also request to return during a semester, and such request may be granted at the discretion of the Chief School Administrator.

A teacher may request an extension of a child care leave, however, that extension will be at the discretion of the Chief School Administrator.

In the event the teacher does not intend to return at the expiration date of a granted leave, the teacher must submit resignation to the Chief School Administrator in writing.

SECTION 4. OTHER ALLOWABLE ABSENCES.

Allowable absences other than personal illness: absences will be allowed for death in the immediate family (husband or wife, or mother, father, brother, sister, son, daughter, grandchild, grandparent, or in-laws in the same classification); any serious health condition in the immediate family inclusive of childbirth in which the family member is under the doctor's care. Such absences are not to exceed five (5) days per school year for death in the immediate family and two (2) days for family illness.

On or before September 15 of each school year, each teacher is given a written statement of the number of sick leave days accumulated up to June 30 of the previous school year.

SECTION 5. PERSONAL LEAVE PROVISIONS.

- A. A maximum of four (4) days will be granted to teachers for personal business reasons. Three of these days shall be granted by stating "Personal Business" only. The other one (1) day may be granted for reasons listed below or for other reasons acceptable to the CSA.
1. Legal matters such as house closings, income tax hearings, court appearances for traffic violations, probating wills, obtaining licenses, compensation hearings.
 2. Funerals which warrant such attendance.

3. Ceremonies such as graduation of teacher, spouse, or child; participation in religious ceremonies such as baptism, confirmation, circumcision of child; day of wedding ceremony, honors and awards ceremonies involving the teacher or his/her immediate family.
 4. Religious observances such as religious holidays of his or her particular faith not covered in the regular school calendar.
- B. Up to two (2) unused personal leave days will be added to accumulated sick leave, provided that one "Personal Business Only Day" was not used.

SECTION 6. SABBATICAL LEAVE.

1. The District will grant four (4) summer sabbaticals each year. Each sabbatical will be for \$1,000.
2. To be eligible, a teacher must:
 - (a) have taught at least two (2) years in the District;
 - (b) not have been on a sabbatical within the past five (5) years;
 - (c) file the application by May 15th of the year the sabbatical is to be taken;
 - (d) develop a program of study in the field in which the teacher is employed.
3. A committee of three (3) teachers chosen by the Association and one (1) Administrator chosen by the Superintendent will rank all applicants.
4. The Board is not required to choose the top four (4) ranked applicants, but may choose any four (4).
5. The Board will notify all applicants of its decision after the "first" regular Board meeting in June.
6. Payment for the summer sabbaticals will be made to approved applicants on or before July 1.
7. The teacher shall return to the District for the next school year or return the \$1,000.

ARTICLE VI

INSURANCE

SECTION 1. HEALTH INSURANCE

Employees who earn at least \$7,500 or work twenty (20) hours per week, or are head of household, are eligible for the District's Health Insurance Plan (~~GHI~~) (Excellus PPO with current riders). The Board of Education and the employees share the cost of the premium in the following manner:

- A. The Board of Education will pay 90% of the individual plan and 80% of total premium toward the family plan. ~~Effective July 1, 2001, the Board will pay 90% of the individual plan and 80% of the family plan.~~
- B. If a change in plans is contemplated, a joint committee shall be established to study comparable or better health insurance coverage at a savings in cost. Some of the savings may be used to improve dental insurance and/or to add life insurance. No changes shall be made without Board of Education and Sauquoit Valley Teachers Association approval.
- C. Health Insurance Buy Back:
 - 1. Effective the fiscal year commencing July 1, 2004, a health insurance "opt-out" payment will be available to employees who are otherwise eligible for participation in the health plan with contributions by the employer. Any individual electing to "opt-out" must provide proof of alternative insurance coverage through another source.
 - 2. Eligible employees must elect the "opt-out" no later than January 15th preceding the fiscal year in which the "opt-out" will be effective (unless a qualifying event, as defined by the IRS section 125 plan, occurs which will allow the employee to "opt-out" at any time during the plan year on a prorated basis). Such election must be made in writing on a form provided by the Sauquoit Valley School District and accompanied by proof of alternative health coverage.
 - 3. New employees who become employed after the election dates specified above may elect the option at any time up to the time of the next election window and receive a prorated "opt-out" amount based upon the length of time employed in the fiscal year of the "opt-out".
 - 4. In the event that an employee loses his/her alternative health insurance coverage due to a qualifying event (as defined by the IRS Section 125 Plans) she/he shall be able to re-enter the health plan in accordance with the rules and regulations of the plan. Any employee who re-enters the plan shall only be entitled to the pro-rata amount of the "opt-out" amount.
 - 5. The "opt-out" amount shall be \$750.00 individual and \$2,000 for family.

6. "Opt-out" amounts shall be paid by separate check (minus any pro-
ration) at the conclusion of the school year.

SECTION 2. DENTAL INSURANCE.

The District will pay up to \$18.00 per month per participating member for the Dental Plan.

SECTION 3. LIFE INSURANCE.

The District will provide a \$5,000 life insurance policy for employees who are in the Health Plan.

SECTION 4. RETIREES HEALTH INSURANCE.

- A. For those who retired prior to July 1, 1988, the Board of Education will pay 50% of individual plan and 35% of the family plan for all eligible retirees.
- B. For those who retire on or after July 1, 1988, and prior to July 1, 1990, the Board of Education will pay 65% of the individual plan and 45% of the family plan for all eligible retirees.
- C. For those who retire on or after July 1, 1990, the Board of Education will pay 100% (minus \$1.00 per year) of the individual plan and 45% of the family plan for all eligible retirees.
- D. For those who retire on or after July 1, 1990, the Board of Education will pay the amount specified in Section 2. per month per participating member for the Dental Plan for all eligible retirees.

SECTION 5. IRS 125 PLAN.

The District shall provide members of the bargaining unit with a comprehensive IRS 125 Plan. All costs associated with implementing and maintaining plan shall be paid by the District.

ARTICLE VII

SALARY SCHEDULES

EXPLANATIONS TO SALARY SCHEDULES ATTACHED:

Horizontal movement on the salary schedule may be accomplished by earning course credit subsequent to the granting of the Bachelors Degree. Credit will be allowed under the following conditions.

- A. Undergraduate courses in subject matter pertinent to a teacher's field may be accepted for credit toward salary increments on the basis of two (2) hours credit for every three (3) undergraduate credit hours.

Note: The decision regarding pertinence of the course taken to the teacher's field to be determined by the Chief School Administrator.

- B. Graduate courses apply as one credit for each credit granted.

Graduate hours will be paid at the rate indicated beyond the appropriate column on the Salary Schedule in blocks of 5 up to a maximum of 120.

- C. Teachers who have earned course credit toward salary differentials on the salary schedule must submit an official transcript or official notice to the Chief School Administrator before authorization is made for payment.

Authorization for a change in salary status in accordance with the salary schedule will be instituted by the Chief School Administrator.

1. Transcripts or official notice for courses completed between September and January must be submitted on or before March 1st in order to receive salary credit for such courses. If this changes the salary status in mid-year, payment for half the differential will be made during that school year.
2. Transcripts of official notice for courses completed between February and August must be submitted on or before September 30 in order to receive salary credit for such courses.

SALARY SCHEDULES

2003 – 2004			2004 – 2005		
	B	B +30		B	B +30
8	31288	33478	8	31773	34023
9	32757	34947	9	33265	35515
10	34227	36417	10	34758	37008
11	35697	37887	11	36250	38500
12	37166	39356	12	37742	39992
13	38636	40826	13	39235	41485
14	40105	42295	14	40727	42977
15	41575	43765	15	42219	44469
16	43045	45235	16	43712	45962
17	44514	46704	17	45204	47454
18	45984	48174	18	46697	48947
19	47453	49643	19	48189	50439
20	48923	51113	20	49681	51931
21	50393	52583	21	51174	53424
22	52268	54458	22	53078	55328
23	53737	55927	23	54570	56820
24	56119	58309	24	56989	59239
25	58552	60742	25	59460	61710
26	60984	63174	26	61929	64179

LONGEVITY

At 26	2500	At 26	2500
At 27	2300	At 27	2500
At 32	1800	At 32	1800

Off Step 2003-2004: 335

Off Step 2004-2005: 300

2003 – 2004

Graduate Hours: \$73 each

Masters: \$700

2004 - 2005

Graduate Hours: \$75 each

Masters: \$700

National Board Certification: \$500

TEACHER ASSISTANT SALARY SCHEDULE 2003-2005

Effective July 1, 1988, Teaching Assistants shall be included in the bargaining unit represented by the Sauquoit Valley Teachers Association and shall be afforded all rights and benefits of the agreement negotiated by the Sauquoit Valley Teachers Association and the Sauquoit Valley Central School District with the exception listed below:

Teaching Assistants shall be ineligible for Sabbatical Leave benefits under Article V, Section 6.

	<u>2003-2004*</u>	<u>2004-2005*+</u>
1	12700	12870
2	12900	13360
3	13555	13850
4	14045	14340
5	14535	14830
6	15025	15320
7	15515	15810
8	16100	16410
9	16700	17010
10	17300	17610
11	17900	18210
12	18500	18810
13	19100	19410
14	19700	20010
15	20300	20610
16	20900	21210
17	21500	21810
18	22100	22410
19	22700	23010
20	23300	23610
21	23900	24210
22	24500	24810

*\$290 for 12 years of service in the District. \$575 for Step 18 and 19. Longevity: \$600 after Step 22.

+ Beginning 2004-05 Associate Degree \$200. Off Step (one time) \$685.

ARTICLE VIII
EXTRA PAY SCHEDULES - SECTION I. ATHLETIC

	2003-04		2004-05	
	1-4 Yrs.	5+ Yrs.	1-4 Yrs.	5+ Yrs.
Varsity Football	4151	4566	4339	4773
Assistant Varsity Football	3155	3470	3297	3627
J.V. Football	3155	3470	3297	3627
Assistant J.V. Football	2458	2704	2569	2826
Jr. High Football	2827	3110	2955	3250
Asst. Jr. High Football	2458	2704	2569	2826
Varsity Cross Country	2827	3110	2955	3250
Assistant Cross Country	983	1082	1028	1131
Varsity Basketball	4151	4566	4339	4773
J.V. Basketball	2868	3155	2998	3297
7th Grade Basketball	1352	1487	1413	1555
8th Grade Basketball	1352	1487	1413	1555
Boys Volleyball	2253	2479	2355	2591
Varsity Wrestling	3887	4276	4063	4469
J.V. Wrestling	2663	2929	2784	3062
Jr. High Wrestling	2458	2704	2569	2826
Varsity Baseball	2851	3136	2979	3277
JV Baseball	2049	2253	2141	2355
Jr. High Baseball	1844	2028	1927	2120
Varsity Track (Boys)	3110	3421	3250	3575
Asst. Boys / Girls Track	2049	2253	2141	2355
Varsity Golf	1639	1803	1713	1884
Varsity Tennis (Boys)	2049	2253	2141	2355
Varsity Tennis (Girls)	1844	2028	1927	2120
Varsity Soccer (Boys/Girls)	2591	2851	2709	2979
JV Soccer (Boys/Girls)	1844	2028	1927	2120
Jr. High Soccer	1639	1803	1713	1884
Athletic Director	4517	4969	4720	5192
Varsity Field Hockey	2332	2565	2438	2682
J.V. Field Hockey	1844	2028	1927	2120
Jr. High Hockey	1434	1577	1499	1649
Varsity Volleyball	3628	3991	3792	4171
J.V. Volleyball	2663	2929	2784	3062
Jr. High Volleyball	1639	1803	1713	1884
Varsity Basketball	3628	3991	3792	4171
J.V. Basketball	2868	3155	2998	3297
7th Grade Basketball	1352	1487	1413	1555
8th Grade Basketball	1352	1487	1413	1555
Varsity Softball	2851	3136	2979	3277
JV Softball	2049	2253	2141	2355
Jr. High Softball	1844	2028	1927	2120
Varsity Track (Girls)	3110	3421	3250	3575
Jr. High Track (2)	1639	1803	1713	1884
Cheerleading – Varsity	2950	3245	3083	3392
Cheerleading – Assistant	1475	1622	1542	1696
Girls Coordinator	3124	3437	3265	3591

ARTICLE VIII**EXTRA PAY SCHEDULES - SECTION I. ATHLETIC (Con't.)**

Clock Operator (Per Night)	60.30		63.01	
Chaperones (Per Night)	60.30		63.01	
High School Intramurals (Per Hour)	13.78		14.40	
Football Photography (Per Hour)	13.78		14.40	
Elementary Intramurals (Per Hour)	13.78		14.40	

* Hourly rate for those not covered by bargaining unit contracts with District shall be \$5.46/hour.

SECTION 2. NON-ATHLETIC ACTIVITIES

	2003-04		2004-05	
	1-4Yrs.	5+Yrs.	1-4Yrs.	5+Yrs.
Dramatics Director	2993	3292	3128	3440
Special Work on Stage	1808	1988	1889	2078
School Newspaper	1808	1988	1889	2078
Yearbook Advisor	2993	3292	3128	3440
High School Yearbook Assistant	1034	1138	1081	1189
Senior Class Advisor (2)	903	993	944	1038
Junior Class Advisor	483	531	505	555
Sophomore Class Advisor	345	380	361	397
Freshman Class Advisor	345	380	361	397
Student Council Advisor	1808	1988	1889	2078
Middle School Student Council	903	993	944	1038
Band	1808	1988	1869	2078
Middle School Yearbook	1403	1544	1466	1613
Elementary Memory Book	903	993	944	1038
Great Book Series/Person	361	397	377	415
Color Guard – Fall	542	596	566	623
Color Guard – Spring	361	397	377	415
Content Area Coordinators	1219	1341	1274	1401
Forensics	2993	3292	3128	3440
Assistant Forensics	1034	1138	1081	1189
Literary Magazine	443	487	463	509
National Honor Society H.S.	620	682	649	714
National Honor Society M.S.	483	531	505	555
SADD H.S.	620	682	648	713
SADD M.S.	483	531	505	555
Colgate Seminar	723	796	756	831
Morning Program Coordinator	483	531	505	555
Math Counts Advisor	483	531	505	555
Student Council Advisor Elem.	483	531	505	555
Peer Mediation Advisor Elem.	483	531	505	555
Service Club Advisor Elem.	483	531	505	555
Math Counts Assistant	361	397	377	415
Bird Club (2)	483	531	505	555
Web Master – District	1564	1720	1634	1798
Web Master – Building	521	573	544	599

ARTICLE IX

TEACHING CONDITIONS

SECTION 1. ASSIGNMENTS.

No secondary teacher (6-12) will be assigned more than six (6) periods of classroom instruction, and will be provided with one (1) period of preparation in an eight (8) period schedule and two (2) periods of preparation in a nine (9) period schedule, and one (1) supervisory period. Every effort will be made to assign no more than three (3) preparations whenever possible. It is understood that the current practice of group planning will continue.

Every elementary teacher and every elementary teaching assistant will be scheduled a minimum preparation time during the normal student day as follows:

Teachers: thirty (30) minutes

Teaching assistants: twenty (20) minutes

Acceptable exceptions will include parent conference days, or unusual circumstances where coverage is needed.

Teachers shall receive notification of their assignments for the ensuing school year, including grades and/or subjects, in writing by June 15th or as early as practicable.

In making teaching assignments, the convenience and wishes of the teacher will be given consideration unless they conflict with instructional requirements of the school system.

SECTION 2. CLASS SIZE.

Except as provided in "b" below, class sizes should conform to the following:

- | | | | |
|----|----------------|---|-------------|
| A. | Primary Grades | - | 25 children |
| | Grades 4-6 | - | 27 children |
| | Jr.-Sr. High | - | 25 children |

B. Acceptable reasons for altering the class size may be any of the following:

1. Full time personnel employed by the District are unavailable to create any additional class or classes.
2. Conformity to class size would result in half or part-time positions.
3. A class larger than the above is necessary in order to provide for specialized or experimental instruction.
4. A class larger than the above is necessary for placement of pupils in a subject class for which there is only one on a grade level.
5. Physical Education, Band, and Choir may exceed the above described limits.

- C. In the event a reduction in the teaching staff is contemplated, which may affect class size, the President of the Association will be notified by the Chief School Administrator prior to the reduction and Association representatives (2) will be given an opportunity to express their views to the Board.

SECTION 3. OTHER TEACHING CONDITIONS.

When a teacher is assigned to another teacher's class for part of a period, or to another teacher's homeroom, it is to be understood that these "covering" duties will be assigned only during some unexpected emergency and on a day-to-day basis. For this reason, the delegation of these duties must be equalized as much as possible in all school buildings.

SECTION 4. TEACHER AIDES.

Teacher should obtain some relief from clerical, playground, lunch and other such duties, which may be considered non-instructional and which may legally be assigned to non-professional aides. The time thus gained from this relief would allow more professional use of the teacher's time for instructional purposes.

SECTION 5. LESSON PLANS.

Each teacher is expected to have written lesson plans for those times when he is unable to be in his/her classroom.

SECTION 6. SNOW DAYS.

Teachers may report to school on these days if they desire to work at their own leisure. Attendance on these days is not mandatory.

SECTION 7. RIGHT OF REPRESENTATION AT MEETINGS.

Any teacher, at his/her request, shall have the right to be accompanied by a representative of the Association at any official meeting with a member of the administration or the Board when said meeting involves disciplinary action.

SECTION 8. REDUCTION OF STAFF.

Whenever the staff is reduced in number, the administration shall make reasonable efforts to reduce through attrition, subject however, to consideration of certification and seniority.

SECTION 9. SENIORITY.

Seniority shall be determined by length of service in the District. In instances where commencement of service is identical, seniority shall be determined as follows:

- 1.) By the date of Board appointment, then if equal;
- 2.) By the order of appearance in the Board resolution.

SECTION 10. TRAVEL TIME.

Association members assigned to travel between buildings will be given 15 minutes for travel time.

ARTICLE X

OBSERVATION AND EVALUATION OF TEACHERS

A. Non-Tenured Teachers.

1. Non-tenured teachers shall be observed formally at least once during the first semester with at least 48 hours notice. At least one (1) observation will be made by the Building Principal. Other observations may be made without appointment but no written report need be made. If the teacher is not observed within the specified period after the first observation notice the teacher will be provided with a second notice which will specify the time and date of the next observation.
2. Reports of the announced observations shall be both written and oral within one (1) week of the observation. Reports shall be countersigned by both observer and the teacher observed. In the event of disagreement concerning the terms or accuracy of observation, the teacher observed shall have the right to file a written rebuttal within five (5) days, which shall be signed by the observer.
3. The Building Principal will notify each teacher of his/her recommended status one hundred twenty (120) days prior to the end of his/her probationary appointment.

B. Tenured Teachers.

1. Shall be observed at least once yearly by formal appointment with at least 48 hours notice. If the teacher is not observed within the specified period after the first observation notice the teacher will be provided with a second notice which will specify the time and date of the next observation.
2. The same conditions regarding consultation and signing of observation report as stated in Section a (2), will also apply to tenure teachers.

ARTICLE XI

FAIR DISMISSAL

A teacher who is given notice of dismissal after two (2) full years of employment may request a hearing before the Board of Education in executive session.

The Board may provide verbal and written reasons for said teacher's termination of employment and may reconsider the teacher for continued employment when sufficient evidence is presented to merit it.

ARTICLE XII

IN-SERVICE COURSES and CURRICULUM DEVELOPMENT

SECTION 1. IN-SERVICE COURSES.

Professional Educational Improvement Courses shall be rated at one (1) graduate credit for every fifteen (15) in-service hours (paid in-service courses are excluded).

Teachers and Teaching Assistants shall keep in-service hours records and submit them to the District after fifteen (15) hours have been accumulated.

Teaching Assistants will be granted credit for in-service courses. Every fifteen (15) in-service hours shall be rated at one-half the rate for teachers. Teaching Assistants shall be paid after thirty (30) hours have been accumulated.

Staff members shall be reimbursed \$50 per day for instructing and/or coordinating in-service programs.

In-service trainers will be paid \$15 per hour for courses taught after school at the request of the Superintendent.

SECTION 2. CURRICULUM DEVELOPMENT.

Most curriculum development work is to be done cooperatively through BOCES. However, if curriculum development work is at the request of the Sauquoit District only, then the teachers will be paid at the rate of \$50 per half day.

ARTICLE XIII

PERSONNEL FILE

SECTION 1. There shall be one (1) official file maintained in the central administrative office.

SECTION 2. Teachers shall have the right to review their file, exclusive of pre-employment recommendations and other similar pre-employment confidential information. Copies of other material may be made at cost of the teacher. The file shall not be removed from the office by the teacher or his/her representative.

SECTION 3. Teacher has the right to attach his/her rebuttal comments to anything placed in the file.

SECTION 4. All items shall be placed in the official file within fifteen (15) school days following the incident involved or within fifteen (15) school days from the time it first became known to the Chief School Administrator.

ARTICLE XIV

PAYCHECKS AND PAYROLL DEDUCTIONS

SECTION 1.

Paychecks will normally be distributed on Friday. The first payroll of a school year shall be at the conclusion of the first week of school. This shall be followed by a second check one week later. These checks shall each be one half of the normal bi-weekly paycheck. After the second check, payroll shall resume its normal bi-weekly distribution.

SECTION 2.

DIRECT DEPOSIT.

Teachers have the right to direct deposit to any participating credit union or bank on net pay. Transfer may be made to participating credit unions and banks.

Upon written request an automatic deduction from the teacher's check will be made to the First Source Federal Credit Union.

SECTION 3.

TAX SHELTERED ANNUITIES.

Payroll deductions for tax sheltered annuities shall be granted upon request by a teacher. This must be in writing and directed to the C.S.A. on the appropriate form supplied by the insurance company. The same amount is to be specified for deduction from each paycheck. In order to terminate the program, the teacher must notify the insurance company, in writing, and forward a carbon copy to the school business office. Failure to notify the school business office will result in a continuation of deductions.

SECTION 4.

UNITED FUND DEDUCTIONS.

Payroll deductions for the United Fund shall be granted upon written request by a teacher. Deductions will be made from the first ten (10) checks commencing after completion of the fund drive.

SECTION 5.

DUES DEDUCTION

Payroll deductions for local, state and national teachers' association dues shall be granted upon written request of a teacher. Such deductions to be made from the first fifteen (15) checks commencing after the first week in October.

The District will provide payroll deduction for participants in the NYSUT Benefit Trust.

ARTICLE XV

ASSOCIATION PRIVILEGES

The Sauquoit Valley Teachers Association is hereby granted the following:

SECTION 1. The right to collect dues by payroll deduction for those members who elect to pay in this manner.

SECTION 2. The right to the use of school facilities pursuant to policy number 1413. For the purpose of interpreting this policy, it is recognized that the SVTA is considered a school group.

SECTION 3.

- A. A total of six (6) days shall be granted the Association for its representatives to attend the House of Delegates meeting and/or Retirement System meeting without loss of leave time and with the costs of the substitute teacher for the first four (4) days borne by the District. The Association shall bear the cost of the substitute for the fifth and sixth days, if used.
- B. It is understood that many situations will arise in which the Association President must be absent. After consultation with the Superintendent, four (4) days may be used by the Association President to attend to these situations.

ARTICLE XVI

DISTRIBUTION OF AGREEMENT

The administration will provide and distribute copies of the Agreement to all members of the faculty when the copies are prepared. New teachers will receive a copy of the Agreement when they are employed. In addition the Association is to be given an additional ten (10) copies.

ARTICLE XVII

JURY DUTY

A teacher called for jury duty will be reimbursed at full pay while serving on jury duty. -If the teacher is dismissed before noon from jury duty, he/she is to report to work for the remainder of his/her normal workday.

ARTICLE XVIII

SCHOOL CALENDAR

Prior to the recommendation of the Chief School Administrator to the School Board concerning the school calendar, he will meet with the Executive Committee of the Association to review its wishes concerning the calendar for the next school year.

A copy of the proposed calendar will be presented to the Association President prior to or at the same time as it is presented to the Board of Education.

ARTICLE XIX

MILEAGE REIMBURSEMENT

The District shall reimburse teachers for their use of personal automobiles on approved official business at the rate of .30 cents per mile. Mileage expense vouchers shall be submitted to the CSA within five (5) working days from the conclusion of the aforementioned official business.

ARTICLE XX

REPRESENTATION ON ADVISORY COMMITTEE

Representation on advisory committee will be granted to the faculty in matters concerning school budget, building or expansion of facilities, and possible consolidation with other school districts.

ARTICLE XXI

RETIREMENT PAY

Effective September 1, 1988:

Retirement pay shall equal the total number of accumulated sick days times \$70 or times the daily rate for certified substitute teachers, whichever is higher. A lump sum payment will be made on or about the date of retirement.

Requirements are as follows:

1. Ten (10) years service in the District.
2. Notice in writing to the Superintendent at least four (4) months prior to date of retirement. Superintendent may waive this requirement at his/her discretion.
3. Retirement under New York State Teachers' Retirement Plan.

ARTICLE XXII

WORK YEAR

Bargaining unit members will not be required to work more than one-hundred eighty-one (181) days.

AGREEMENT FOR DISTANCE LEARNING

ADDENDUM

To the 2000-03 Agreement between the Sauquoit Valley Central School District and the Sauquoit Valley Teachers Association concerning participation in the Oneida-Herkimer-Madison BOCES Distance Learning Program.

It is agreed that the Sauquoit Valley Teachers Association and the Sauquoit Valley Central School District may participate in this Distance Learning Program under the following conditions:

I. GENERAL

- A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the District.
- B. No member of bargaining unit on effective date of this agreement in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the District sending/receiving courses in that tenure area through a Distance Learning Program.
- C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the District. Compensation, if

any, for such training for the participants shall be subject to the applicable provisions of the District's CBA.

- D. The President of the Teachers' Association shall participate annually in a process of (s)electing one of two teacher representatives (staggered terms) to the Advisory Board of the Oneida-Herkimer-Madison BOCES Distance Learning project.

II. TRANSMITTING (From Host School)

- A. Any program delivered from this school district, for the purpose of educating children, shall be taught by a *volunteer* from the bargaining unit. During the 2003-04, 2004-5 school years, if no volunteer is available, then the host district may utilize staff from other than the bargaining unit. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of the live transmission must be for the purposes of current student review of participating students and/or makeup.
- B. The time of the transmission will be determined by the district, within the normal confines (starting and ending time) of the daily schedule of classes. Because of variations in schedules between districts, transmission may include time immediately prior to or after the normal schedule in order to resolve the resultant conflict.
- C. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.

- D. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the host district for teachers in the particular discipline being offered.
- E. All grading of schoolwork and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host district.
- F. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out-of district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House.) The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.
- G. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.
- H. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement of the host district. Any complaint with respect to

the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.

- I. Any audio-visual tapes of the classes made in the host district are the property of the host district and the district shall make such tapes available for the teacher's personal, professional, non-commercial use.
- J. The calendar of the host district shall be used for each course being taught.
- K. Textbooks for Distance Learning courses shall be determined by the host district in accordance with normal procedures.
- L. Once courses to be taught are determined, other matters that will be subject to local option are additional plan time, compensation, manner of assignment and such others as the parties may wish to address. Negotiations of local options by collective bargaining agreement shall not prevent the Distance Learning Program from going forward even if such negotiations are incomplete at the time of the program's inception.
- M. Teachers will be permitted and encouraged to transmit at least once each semester from each district that receives his/her course. The school district will provide adequate time. Appropriate expenses will also be paid by the District.

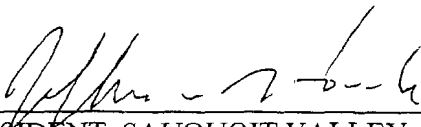
III. RECEIVING

- A. The introduction and continuation of Distance Learning in a receiving district shall not replace a course being currently taught or a course recently taught by current staff unless the local union and district mutually agree in writing. A course may not be offered if it falls within the tenure area of a qualified employee on a recall list unless said individual declines the offer of part-time employment. Transmissions shall originate within New York State.
- B. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning of any received classes.
- C. A district employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the sending teacher. If the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit member assigned is a teaching assistant and is required to attend meetings in the sending school, the district shall be responsible for mileage and meals when appropriate. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be at mutually agreeable times. The district shall compensate such employee.
- D. If the district assigns a teacher to a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement.

- E. The district shall not make any audio/visual tapes without the knowledge and consent of the sending teacher. It is expected that the teacher will consent to the making of tapes for the sole purpose of aiding students enrolled in the course. All tapes shall be erased or destroyed at the end of the school year at the discretion of the teacher.
 - F. College courses which give no high school credit may be received during the school day for offering to students who have or are scheduled to complete district offered course requirements for graduation.
- IV. It is understood that this agreement is limited in scope to participation in the Oneida-Herkimer-Madison-BOCES Distance Learning Program.

SIGNATURE PAGE

JUNE 8, 2004
(DATE)


PRESIDENT, SAUQUOIT VALLEY
TEACHERS ASSOCIATION

8 JUNE '04
(DATE)


CHIEF SCHOOL ADMINISTRATOR
SAUQUOIT VALLEY CENTRAL SCHOOL

SAUQUOIT VALLEY CENTRAL SCHOOL
Sauquoit, New York 13456

SABBATICAL LEAVE APPLICATION

Name: _____

Present Address: _____

I. PREPARATION:

High School: _____

Year of Graduation: _____

College: _____

Year of Graduation: _____

Degree: _____

Additional Preparation - College:

Year of Graduation: _____

Degree: _____

<u>Name of School or College</u>	<u>Date Attended</u>	<u>Title of Course Completed</u>	<u>Semester Hour Credit</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

II. CERTIFICATES AND DIPLOMAS ISSUED BY NEW YORK STATE

<u>Certificate No.</u>	<u>Date Issued</u>	<u>Subject Validity</u>	<u>Time Validity</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Purpose of Sabbatical Leave - the main purpose shall be for professional advancement - upon completion of advanced study at an approved University or College.

Name of the University or College _____

Describe briefly the purpose of your Sabbatical Leave _____

Proposed program of study _____

DATE: _____

SIGNATURE OF APPLICANT: _____

